

# **EXHIBIT 54**

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Attorneys for Defendants  
UBER TECHNOLOGIES, INC.  
and OTTOMOTTO LLC

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

WAYMO LLC,  
  
Plaintiff,  
  
v.  
  
UBER TECHNOLOGIES, INC.,  
OTTOMOTTO LLC; OTTO TRUCKING LLC,  
  
Defendants.

Case No. 3:17-cv-00939-WHA

**DEFENDANTS UBER  
TECHNOLOGIES, INC. AND  
OTTOMOTTO LLC’S RESPONSES TO  
WAYMO’S FIRST SET OF  
EXPEDITED INTERROGATORIES  
PURSUANT TO PARAGRAPH SIX OF  
THE MAY 11, 2017 PRELIMINARY  
INJUNCTION ORDER (NOS. 1-9)**

Trial Date: October 2, 2017

1 **RESPONSE TO INTERROGATORY NO. 2:**

2 Defendants object to this interrogatory as vague and ambiguous as to the meaning of “the  
3 date(s) they became Diligenced Employees.”

4 Subject to and without waiving the general and specific objections above, Defendants  
5 respond as follows:

6 The Diligenced Employees are:

- 7 1. Anthony Levandowski
- 8 2. Lior Ron
- 9 3. Colin Sebern
- 10 4. Don Burnette
- 11 5. Soren Juelsgaard

12 These five individuals became Diligenced Employees on or around April 11, 2016.

13 **INTERROGATORY NO. 3:**

14 IDENTIFY all Uber Devices and Non-Uber Devices (as those terms are defined in  
15 UBER00006444) that LEVANDOWSKI has used to access any of DEFENDANTS’ Networks  
16 (as that term is defined in UBER00006444), or that LEVANDOWSKI could have used to access  
17 any of DEFENDANTS’ Networks (as that term is defined in UBER00006444).

18 **RESPONSE TO INTERROGATORY NO. 3:**

19 Defendants object to this interrogatory because it implicates information protected by the  
20 attorney-client privilege, the work-product doctrine, and the common-interest and joint-defense  
21 privileges. Defendants further objects to this interrogatory to the extent it purports to require  
22 expert opinion. Defendants further object to the interrogatory as vague, ambiguous, and  
23 overbroad because it asks for the identity of any device that Levandowski “could have used” to  
24 access Defendants’ networks, which is infinite in scope.

25 Subject to and without waiving the general and specific objections above, Defendants  
26 respond as follows:

27 To Defendants’ knowledge, Mr. Levandowski used two devices to access Uber’s  
28 networks:

1. A MacBook Pro (15-inch, 2016) computer provided to Mr. Levandowski by Uber
2. A personal MacBook Pro (not issued by Uber)

**INTERROGATORY NO. 4:**

Describe the ownership of TYTO and/or ODIN WAVE, INCLUDING the identity of all PERSONS with current or former ownership interests in TYTO and/or ODIN WAVE, that PERSON’s current or former ownership interest(s), and the agreements creating or modifying those ownership interests.

**RESPONSE TO INTERROGATORY NO. 4:**

Defendants object to this interrogatory to the extent it seeks information that is not known or available to Defendants. Defendants further object to this interrogatory as seeking information that is neither relevant to a party’s claims or defenses nor likely to lead to discovery of admissible evidence.

Subject to and without waiving the general and specific objections above, Defendants respond as follows:

Ottomotto LLC entered into an asset purchase agreement with Tyto Lidar, LLC (“Tyto”) on May 5, 2016, in which Ottomotto LLC obtained certain enumerated assets from Tyto. That agreement, including the corresponding exhibits and schedules, is being produced in response to Waymo’s First Set of Expedited Document Requests. Ottomotto LLC was subsequently acquired by Uber. Defendants understand that, at the time Ottomotto LLC entered into the asset purchase agreement with Tyto, Tyto was a California Limited Liability Company, whose sole member was the Sandstone Group, LLC, also a California Limited Liability Company. Defendants further understand that Tyto was originally incorporated as Odin Wave, LLC, but changed its name to “Tyto Lidar, LLC” on February 10, 2014.

**INTERROGATORY NO. 5:**

Describe all compensation (whether actual or conditional) discussed, conveyed or promised by DEFENDANTS to LEVANDOWSKI at any time, INCLUDING (without limitation) the DEFENDANT who discussed, conveyed or promised the compensation, the nature of the compensation, the date the compensation was promised and/or conveyed, the amount of the

HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY

1 Dated: June 5, 2017

MORRISON & FOERSTER LLP

2  
3 By: /s/ Arturo J. González  
ARTURO J. GONZÁLEZ

4 Attorneys for Defendants  
5 UBER TECHNOLOGIES, INC.  
and OTTOMOTTO LLC  
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